

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CONTRACT MANAGEMENT**

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination with the Government points of contact during performance of the contract.

**G.1.1 Contracting Officer**

The Contracting Officer is:

U.S. Census Bureau  
Attn: Acquisition Division, Michael L. Palensky  
4600 Silver Hill Road  
Washington, DC 20233-4400

**G.1.2 CAR 1352.201-7 Contracting Officer's Authority (MAR 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of Clause)

**G.1.3 CAR 1352.201-7 Contracting Officer's Technical Representative (COTR) (March 2000)**

- a. (To be determined at time of award) is hereby designated as the Contracting Officer's Technical Representative (COTR). The Government may change the COTR at any time without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone Number:** \_\_\_\_\_

- b. The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the Contract price, terms or conditions. Any Contractor request for changes **shall** be referred to the Contracting Officer directly or through the COTR. No such changes **shall** be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

- c. An alternate COTR (ACOTR) may be designated to fill in for the COTR. If ACOTRs are necessary, they will be appointed by the CO, with their authorities and duties included in the letter of appointment of the COTR. ACOTRs will be the responsibility of, and responsive to, the COTR.

(End of Clause)

#### G.1.4 Technical Direction

Performance of the work under this contract **shall** be subject to the technical direction of the COTR. The term “technical direction” is defined to include, without limitation, the following:

- (a) Directions to the Contractor, which redirect the contract effort, shift work emphasis between work areas or delivery orders, require the pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual requirements.
- (b) Provision of information to the Contractor, which assists in the interpretation of drawings, specifications or technical portions of the work description.
- (c) Review of and, where required by contract, approval of technical reports, progress reports, drawings, specifications or technical information to be delivered by the Contractor to the Government under this contract.

Technical direction must be within the general scope of work stated in the contract. The COTR does not have the authority to, and may not, issue any technical direction which:

- (1) Constitutes the assignment of any additional work outside the general scope of the contract;
- (2) Constitutes a change as defined in the contract clause entitled, “Change”;
- (3) In any manner causes an increase or decrease in the total estimated contract costs, fixed fee, award fee, or time required for the contract performance; or
- (4) Changes any of the express terms, conditions or specifications of the contract.

All technical direction **shall** be issued in writing by the COTR; verbal direction **shall** be confirmed by the COTR in writing within five (5) working days after its issuance.

The Contractor **shall** proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this article and within his/her authority under the provisions of this article.

If, in the opinion of the Contractor, any instruction or direction issued by the COTR is within one of the categories defined in (1) through (4) in Clause G.1.4, the Contractor **shall** not proceed, but **shall** notify the CO, in writing, within five (5) working days after receipt of any such instruction or direction and **shall** request the CO to modify the contract accordingly. Upon receiving such notification from the Contractor, the CO **shall** issue an appropriate contract modification or advise the Contractor, in writing, that in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the “Changes” clause of the contract. The Contractor **shall** thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, **shall** be subject to the provisions of the contract clause entitled “Disputes.”

#### G.2 BILLING INSTRUCTIONS

- (a) The Contractor **shall** provide a single point of contact for handling billing and invoicing issues as well as his/her mailing address and telephone number.
- (b) The Contractor **shall** submit billing on a monthly basis or another cycle that will be mutually agreed upon by the Contractor and the Government.

### G.3 INVOICE PREPARATION

- (a) The Contractor **shall** submit an original invoice and two (2) copies. To constitute a proper invoice, the invoice must include, at a minimum, the following information:
  - 1. Name and address of the Contractor;
  - 2. Invoice number, date, period covered;
  - 3. Contract Number;
  - 4. CLIN, task title or other authorization for delivery of supplies or services;
  - 5. Description of items, quantity, unit of measure, unit price and extended price of supplies delivered or services rendered by CLIN for the month and cumulatively;
  - 6. The Object Class Code, an eight-digit number that will be specified in all funding modifications;
  - 7. Other Charges, if applicable with the accompanying back-up documents;
  - 8. Prompt Payment Discount and amount, if applicable; and
  - 9. Total invoice amount.

Award/Incentive Fee Invoices **shall** be written and submitted separately from the regularly scheduled payment invoice. The Award/Incentive Fee Invoices **shall** include the above information as applicable.

- (b) The original invoice **shall** be submitted to:

The Census Bureau  
Attn: Finance Division (Vouchers)  
4600 Silver Hill Road  
Washington, DC 20233-4400

- (c) Two (2) copies of the original invoice **shall** be submitted to the COTR.
- (d) Invoices that are submitted to an incorrect office or which do not contain the information specified in subparagraph (a) above will be rejected by the Government and returned to the Contractor for corrections.

#### G.3.1 Invoices for Partial Month

Payment for lease or maintenance services of less than one month's duration **shall** be prorated at 1/30th of the basic monthly charges for each calendar day.

#### G.3.2 COTR's Certificate-Approval Copy

The Contractor **shall** enter the following statement on the "Approval Copy" of each invoice:

**COTR's Certification**

I certify to the best of my knowledge and belief that the services/supplies shown on this invoice have been performed/furnished and are accepted.

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Signature

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Date**G.4 INTEREST ON OVERDUE PAYMENTS**

- (a) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts.
- (b) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and the Office of Management and Budget Circular A-125.
- (c) The term "progress payments", as used herein, signifies payments made as work progresses under the contract, upon the basis of costs incurred, of percentage of completion accomplished, or of a particular stage of completion, as provided under the payment provisions of this contract. As used herein this term does not include payments for partial deliveries accepted by the Government under this contract, or partial payments on contract termination claims.

**G.5 PAYMENT DUE DATE**

- (a) Payments under this contract will be due on the 30th calendar day after the latter of:
  - (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
  - (2) The date the deliverables are accepted by the Government.
- (b) For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur in accordance with Section E.
- (c) If the deliverables are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) of this clause will apply to the new delivery of replacement deliverables.
- (d) The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System **shall** be considered to be the date payment is made.

**G.6 METHOD OF PAYMENT**

- (a) All payments under this contract will be made by wire transfer through the Treasury Financial Communications System.
- (b) Not later than seven (7) days after receipt of notice of award, the Contractor **shall** forward the following information in writing to:

U.S. Census Bureau  
Attn: Finance Division  
4600 Silver Hill Road  
Washington, DC 20233-4400

- (1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s),
  - (i) To whom check payment is to be sent, and
  - (ii) Who may be contacted concerning the bank account information requested below.
- (2) The following bank account information required to accomplish wire transfers:
  - (i) Name, address, and telegraphic abbreviation of the receiving financial institution.
  - (ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System (FRCS).
  - (iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.
  - (iv) If the receiving financial institution does not have access to the FRCS, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:
    - (a) Address and telegraphic abbreviation of the correspondent financial institution.
    - (b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.
    - (c) Any changes to the information furnished under paragraph (b) of this clause **shall** be furnished to the Finance Office in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes thirty (30) days before submitting invoices to avoid payments to erroneous addresses or bank accounts.
    - (d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

#### **G.7 CAR 1352.245-70 GOVERNMENT FURNISHED PROPERTY (MAR 2000)**

The Government provides the item(s) of Government property in Section J-13, *Government Furnished Equipment and Software* to the Contractor for use in the performance of this contract. This property **shall** be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause in Section I – Contract Clauses included in this contract.

(End of Clause)

#### **G.8 FAR 4.11-CENTRAL CONTRACTOR REGISTRATION**

Offerors **shall** be registered in the Central Contractor Registration (CCR) database prior to award of this contract. The CCR database is the primary Government repository for Contractor information required for the conduct of business with the Government.

**[End Section G]**